

DRAFT
AMENDMENT TO SERVICE AGREEMENT
BETWEEN THE CITY OF SUNNYVALE
AND GREGORY B. BRAGG & ASSOCIATES, INC.,
FOR THIRD PARTY WORKERS' COMPENSATION CLAIMS ADMINISTRATION
SERVICES

This Amendment to Service Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and GREGORY B. BRAGG & ASSOCIATES, INC., a California corporation ("ADMINISTRATOR").

WHEREAS, on January 13, 2004, CITY and ADMINISTRATOR entered into a Service Agreement whereby ADMINISTRATOR would provide specialized services in relation to the administration of CITY's Workers' Compensation claims; and

WHEREAS, the parties now agree that an Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AMENDMENT TO SERVICE AGREEMENT:

Section 2. Time for Performance – Delete original section and replace it with the following:

The term of this Agreement shall be January 1, 2004, to June 30, 2006, unless otherwise terminated. ADMINISTRATOR shall delivery the agreed upon services to CITY as specified in Exhibit "A". Agreement term may be extended for two additional one-year periods at the option of CITY.

Section 4. Compensation – Delete original section and replace it with the following:

CITY agrees to pay ADMINISTRATOR at the rates set forth in Exhibit "B" attached and incorporated by reference. Total compensation shall not exceed Three Hundred Seventy-Two Thousand Five Hundred and no/100 Dollars (\$372,500.00) during the initial eighteen-month period. Should CITY exercise its option to extend the Agreement, total compensation during any one-year period shall not exceed Two Hundred Fifty Thousand and four/100 Dollars (\$250,004.00). ADMINISTRATOR shall submit invoices to CITY to be paid in accord with the procedures set forth in Exhibit "B".

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

GREGORY B. BRAGG & ASSOCIATES, INC.
("ADMINISTRATOR")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title